

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

THE BANK OF NOVA SCOTIA,
Plaintiff,

Case No: 3:17-CV-51

v.

Action for Debt and Foreclosure
of Real Property Mortgage

**PAUL MAYNARD a/k/a PAUL V. MAYNARD;
PATRICIA MAYNARD and ABDALLA
HOSSAM,**
Defendant,

COMPLAINT

Plaintiff, **THE BANK OF NOVA SCOTIA**, through undersigned counsel, Quintairos, Prieto, Wood & Boyer, P.A., for its complaint against Defendant(s), **PAUL MAYNARD a/k/a PAUL V. MAYNARD; PATRICIA MAYNARD and ABDALLA HOSSAM**, states:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C § 1332, and due to the complete diversity of citizenship of the parties and the fact that the amount in controversy exceeds the sum of \$75,000.00.

2. Venue is proper in this division because the real property at issue is located in St. Thomas, U.S. Virgin Islands.

3. Plaintiff is a banking corporation incorporated in the nation of Canada, with its principal place of business in Toronto, Canada, and it is authorized to do business in the U.S. Virgin Islands.

4. Defendant, **PAUL MAYNARD a/k/a PAUL V. MAYNARD**, is the owner of record of real property located in St. Thomas, U.S. Virgin Islands and upon information and belief, resides in in St. Thomas, U.S. Virgin Islands.

5. Defendant, PATRICIA MAYNARD, upon information and belief resides in in St. Thomas, U.S. Virgin Islands, and is joined by virtue of any right, title or interest said Defendant may claim by virtue of joining in and executing the subject Mortgage.

6. Defendant, ABDALLA HOSSAM, upon information and belief resides in in St. Thomas, U.S. Virgin Islands, and is joined by virtue of any right, title or interest said Defendant may claim as a result of a Default Judgment obtained against Defendant, PAUL MAYNARD.

7. On October 10, 2008, PAUL MAYNARD A/K/A PAUL V. MAYNARD executed a Note, in which he promised to pay the lender named therein, THE BANK OF NOVA SCOTIA, the principal sum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00), together with interest at the rate of 5.55% per annum, in equal monthly installments of TWO THOUSAND TWO HUNDRED EIGHTY THREE and 72/100 Dollars (\$2,283.72). A copy of the Note is hereto attached as **Exhibit A**.

8. The Note provides that it shall become due and payable in its entirety, without notice by reason of default in the payment or interest or principal when due, as well as any other default thereunder.

9. Repayment of the loan from PAUL MAYNARD A/K/A PAUL V. MAYNARD, including any and all sums that he at any time and for any reason may become indebted to THE BANK OF NOVA SCOTIA, is secured by a First Priority Mortgage executed on October 10, 2008, by PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD, in the principal sum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00), covering the following real property:

**PARCELS NOS. 2Y-11 AND 2Y-12A ESTATE NAZARETH,
NO. 1 RED HOOK QUARTER
ST. THOMAS, VIRGIN ISLANDS
AS SHOWN ON PWD NOS. B9-100-T64 AND B9-2980-T85**

(“Mortgaged Property”).

The First Priority Mortgage was recorded at the Office of the Recorder of Deeds for the District of St. Thomas and St. John on October 10, 2008, as Instrument No. 2008010138. A copy of the First Priority Mortgage is attached hereto as **Exhibit B**.

10. The Note follows the Mortgage. The Plaintiff is the holder of the Note and Mortgage and is entitled to enforce the Note and Mortgage.

11. The Note and Mortgage were modified by a Loan Modification Agreement, between THE BANK OF NOVA SCOTIA and PAUL MAYNARD a/k/a PAUL V. MAYNARD, Individually, and PATRICIA MAYNARD, Individually, dated April 20, 2016, and recorded on December 14, 2016, as Document No. 2016008673, of the Public Records of St. Thomas and St. John. A copy of the Modification Agreement is attached hereto as **Exhibit C**.

12. The subject property, as to Parcel 2Y-11, was conveyed to PAUL V. MAYNARD, by Quit Claim Deed, dated March 9, 1989, and recorded on April 10, 1989, in Book 33-W, at Page 309, as Instrument No. 1820, and Quit Claim Deed, as to Parcel 2Y-12A, dated August 14, 1991, and recorded on September 30, 1991, in Book 38-C, at Page 450, as Document No. 4411, of the Public Records of St. Thomas and St. John, U.S. Virgin Islands. Copies of Quit Claim Deeds are attached hereto as **Exhibit D**.

13. PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD have failed to comply with the terms and conditions of the Note and Mortgage and are in default under those instruments for failing to pay the principal and interest when due on January 10, 2017.

14. Notice of the default was sent to PAUL MAYNARD A/K/A PAUL V. MAYNARD at his mailing address as well as the subject property at time of default. Copies of the letters are attached hereto as **Exhibit E**.

15. During the pendency of this action and prior to the foreclosure sale of the Mortgaged Premises, THE BANK OF NOVA SCOTIA may be required to pay real property taxes, insurance premiums, or other similar charges with respect to the Mortgage Premises, which, pursuant to the Mortgage become part of the principal amount of the indebtedness and for which THE BANK OF NOVA SCOTIA is entitled to recover against PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD, as well as costs and fees, including reasonable attorneys' fees as a result of protecting Plaintiff's legal rights, which under the provisions of the Mortgage also become a lien on the Mortgaged Premises until paid.

Count I – Action for Debt

17. Plaintiff re-states and re-alleges paragraphs 1 – 15 and incorporates them by reference as if fully stated herein.

18. Pursuant to the terms and conditions of the Note and Mortgage, Plaintiff has elected to declare the entire unpaid principal sum with all accrued interest and late charges due and payable, and there is, accordingly due and owing to Plaintiff the principal sum of THREE HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED FIFTY FOUR and 03/100 Dollars (\$364,854.03), plus further interest and late charges accruing until the date of judgment.

19. Plaintiff is entitled to recover all sums due under the Note from Defendant, PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD.

20. The amounts due under the terms and conditions of the Note are for a fixed and definite sum, or a sum that by computation can be readily ascertained.

Count II – Foreclosure of All Liens

21. Plaintiff re-states and re-alleges paragraphs 1 – 15 and incorporates them by reference as if fully stated herein.

22. Plaintiff is the mortgagee of the First Priority Mortgage given by Defendant encumbering the Mortgaged Property detailed above.

23. Defendant is in default under the terms and conditions of the First Priority Mortgage and as a result, Plaintiff is entitled to foreclose its lien encumbering the Mortgaged Property to satisfy its Note.

24. Defendant(s) ABDALLA HOSSAM is joined by virtue of any right, title or interest said Defendant(s) may claim pursuant to the Default Judgment, executed March 19, 2014, and recorded on July 9, 2014, as Instrument No. 2014005498, of the Public Records of St. Thomas and St. John, U.S. Virgin Islands. Said interest is subject, subordinate and inferior to the subject Mortgage held by Plaintiff. A copy of Judgment is attached hereto as **Exhibit F**.

25. Plaintiff is entitled to foreclosure of its liens and all other liens having a lower priority in accordance with V.I. CODE ANN. tit. 28, §§ 531 - 538.

WHEREFORE, THE BANK OF NOVA SCOTIA requests judgment as follows:

a) against Defendant(s), PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD for all unpaid principal and interest due and payable as of the date of judgment, plus interest accruing thereafter at the legal rate until the judgment is satisfied and;

b) recognizing Plaintiff's, THE BANK OF NOVA SCOTIA, First Priority Mortgage to a be a valid First Priority Mortgage against the Mortgaged Premises, and enforcing and foreclosing THE BANK OF NOVA SCOTIA's lien and ordering the Mortgaged Premises sold in

satisfaction of the total indebtedness to THE BANK OF NOVA SCOTIA, in accordance with the provisions of V.I. CODE ANN. tit. 28, §531 *et seq.*;

c) awarding a personal judgment against PAUL MAYNARD A/K/A PAUL V. MAYNARD and PATRICIA MAYNARD, for any deficiency if this judgment is not satisfied after such sale;

d) granting possession of the Mortgaged Premises to THE BANK OF NOVA SCOTIA or the purchase at the foreclosure sale against Defendants or anyone holding under them;

e) awarding THE BANK OF NOVA SCOTIA the costs and fees incurred by it in protecting its rights in the Mortgaged Premises, including but not limited to real property taxes and insurance premiums respecting the Mortgaged Premises during the pendency of this action and prior to the foreclosure sale thereof; together with post judgment interest on the judgment amount, costs and reasonable attorneys' fees; and

f) awarding THE BANK OF NOVA SCOTIA such other and further relief as the Court deems proper under the circumstances.

Respectfully submitted,

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